



## CIRCULAR WASTE SOLUTIONS

### TERMS AND CONDITIONS GOVERNING THE SUPPLY OF GOODS AND/OR SERVICES

#### 1 DEFINITIONS / INTERPRETATION

**Charges:** any fees payable by the Customer for Services as set out in the Quotation or otherwise agreed;

**Consignment Note:** Documentation required under the Environment Acts for the movement of hazardous waste;

**Contract:** the contract between the Supplier and the Client for the supply of Goods and/or Services in accordance with these Conditions

**Customer:** the person, firm or company who purchases Goods and/or Services from the Supplier.

**Customer's Equipment:** any equipment, machinery or facilities provided by the Customer and used directly or indirectly in the supply of the Services

**CWS:** "CWS" means Circular Waste Solutions Limited registered in England and Wales with company number 12205708 and any affiliate company or subsidiary of Circular Waste Solutions Limited. The terms "holding company" and "subsidiary" shall have the meanings ascribed to them under section 1150 of the Companies Act 2006;

**Environmental Acts:** current and future legislation, Acts, Regulations, and Codes of Practice and any amendments thereto relating to or affecting waste brokerage, health and safety legislation, waste disposal and any other aspect of the Services including transportation (including consignment notes and transfer notes);

**Environmental Documentation:** papers required by the Environmental Acts as described in clause 4;

**EWC:** European Waste Code as defined in the Environmental Acts (List of Wastes (England) Regulations 2005, Statutory Instrument 2005 No 895 and subsequent amendments);

**Force Majeure Event:** any event arising which is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war);

**Order:** the Customer's purchase order form for the Goods and/or the Services or its written acceptance of the Quote.

**Quotation:** a quotation and waste specification form used to agree services governed by these Terms;

**Representative Sample:** the sample of Waste to be provided by you to CWS upon request;

**Services:** waste, brokerage and collection services provided in accordance with these Terms;

**Site(s):** the address(es) for the Service(s);

**Sub-Contractors:** any sub-contractors used by CWS to provide the Services;

**Supplier:** the provider of the Goods and/or Services pursuant to the Contract, being an entity of CWS, whose name, address and contact details are set out in the Quote.

**Supplier's Equipment:** any Goods to be supplied to the Client on a rental basis, as specified in the Quote.

**Transfer Note:** Documentation required under the Environmental Acts for the movement of non-hazardous waste;

**Waste:** any waste as defined in the Environmental Acts and products which CWS collect from the Sites as described in the Quotation;

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

**Waste:** means any waste, including any by-product of an industrial process and anything that is discarded, disposed of, spoiled, abandoned, unwanted or surplus, irrespective of whether it is capable of being recovered or recycled or has any value as set out and detailed in the Quote

#### 2. CWS'S RESPONSIBILITIES

2.2 CWS will use all reasonable endeavours to ensure that any Sub-Contractors engaged;

2.2.1 are appropriately registered and licensed in accordance with the Environmental Acts;

2.2.2 comply with the Environmental Acts;

2.2.3 dispose of the Waste lawfully.

2.3 Subject always to the Customer complying with its responsibilities as set out in clause 3, CWS will complete, maintain and hold appropriate Environmental Documentation as required by the Environmental Acts.

2.4 Although CWS shall use reasonable endeavours to comply with any timetable set out in the Quotation, CWS shall have no obligation to perform the Services within a specified time, and time shall not be of the essence.

2.5 If the Waste does not correspond with the type of waste material listed in the EWC and stated in the Quotation, then CWS reserves the right to return the waste to the Customer, and the transport costs incurred for this shall be chargeable to the Customer.

#### 3. THE CUSTOMER'S CONTRACTUAL RESPONSIBILITIES

3.2 The Customer shall co-operate with CWS in a timely manner in respect of the Services and provide responses to any reasonable request for information promptly, including information required to complete the Environmental Documentation.

3.3 The Customer shall inform CWS promptly if any of the information in this contract changes.

3.4 The Environmental Acts place obligations on the Customer to document certain details about the Waste and to keep and maintain records and CWS cannot by law and does not assume the Customer's obligations in this respect.



## 4. ENVIRONMENTAL DOCUMENTATION

- 4.1 The Environmental Acts place obligations on CWS and the Customer to document certain details about Waste and to keep appropriate records.
- 4.2 The Environmental Documentation must be signed by the Customer as appropriate to the Service and the Customer warrants that any information supplied by the Customer will be true and accurate, including (but not limited to) the quantity of the Waste and its EWC, and any special handling requests.
- 4.3 CWS shall use this information to complete a Transfer Note or a Consignment Note if one is not supplied by the Customer.
- 4.4 The Customer is responsible for promptly informing CWS of any changes that may be required to the Environmental Documentation. If the Customer has any queries the Customer should contact CWS without delay.

## 5. DELIVERY AND ACCESS

- 5.1 The Customer will allow CWS, the Sub-Contractors or any other agent CWS uses access to the Site to remove the Waste at any reasonable time.
- 5.2 The Customer will use all reasonable endeavours to ensure that suitable access to the Site is maintained and that the area designated for the collection of Waste is suitable for purpose and accessible by any vehicles used by CWS and/or its Sub-Contractors to collect them, including parking, reversing and turning the vehicles. CWS reserves the right to charge for a wasted journey where access is not provided.

## 6. CHARGES AND PAYMENT

- 6.1 The Customer will pay the Charges within 30 days of the date of invoice (Due Date). CWS reserves the right to request payment in advance and/or pro forma invoice basis.
- 6.2 Charges stated are exclusive of VAT and any other taxes that may apply.
- 6.3 If there is any dispute concerning Charges the Customer will not be entitled to make any set-off against any other sum due to CWS unless specifically agreed in writing.
- 6.5 The Customer shall make any queries in respect of invoices within 14 days of the Customer's receipt of the relevant invoice.
- 6.6 Any sums due from the Customer which remain outstanding at the Due Date shall attract interest at the rate of 5% above the Natwest Bank base rate until judgment or earlier payment. Such interest shall accrue daily.
- 6.7 CWS shall be entitled to increase Charges at any time to take account of any exceptional increase in CWS's costs. These costs may include (but are not limited to) increases in disposal costs, fuel costs or duty and any impact on Charges due to the Environmental Acts. CWS will endeavour to give the Customer not less than 14 days notice of any increase which affects current Services.

## 7. LIMITATION OF LIABILITY

- 7.1 This clause 7 sets out the entire financial liability of CWS (including any liability for the acts or omissions of its employees, agents, consultants and Sub-Contractors) to the Customer in respect of:
- 7.1.1 any breach of this agreement, any use made by the Customer of the Services; and
- 7.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 7.3 Nothing in this agreement limits or excludes the liability of CWS for:
- 7.3.1 for death or personal injury resulting from negligence; or
- 7.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by CWS.
- 7.4 Subject to clause 7.2 and 7.3:
- 7.4.1 CWS shall not be liable for loss of profits; or loss of business; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 7.4.2 CWS's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to three times the price paid for the Services.
- 7.5 CWS shall have no liability to the Customer in the event that the Customer does not operate or maintain its Site in accordance with the Environmental Acts.



## 8. TERMINATION

- 8.1 Subject to clause 7 this agreement shall terminate the Services in accordance with the Quotation.
- 8.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other immediately on giving notice to the other if:
- 8.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment; or
- 8.2.2 the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 8.2.3 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed
- 8.2.4 either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner whom any of the foregoing apply; or
- 8.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party; or
- 8.2.6 the other party suspends or ceases, or threatens to suspend or case, to carry on all or a substantial part of its business.
- 8.3 On termination of this agreement for any reason the Customer shall immediately pay to CWS all of CWS's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt.

## 9. FORCE MAJEURE

- 9.1 A party shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to a Force Majeure Event.
- 9.2 If the Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate this agreement by giving 5 days' written notice to all the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

## 10. VARIATION AND WAIVER

- 10.1 No variation of these Terms shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 10.2 A waiver of any right or remedy under this agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 10.3 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

## 11. SEVERANCE

- 11.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

## 12. ENTIRE AGREEMENT

- 12.1 These Terms and any documents annexed to it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.
- 12.2 Each party acknowledges that, in entering into this agreement and the documents annexed to it it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract.
- 12.4 Nothing in this clause shall limit or exclude liability for fraud.

## 13. ASSIGNMENT

- 13.1 The Customer shall not, without prior written consent of CWS, assign, transfer, charge, mortgage, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 13.2 CWS may at any time assign, transfer, charge, mortgage, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 13.3 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.



## 14 RIGHTS OF THIRD PARTIES

14.1 A person who is not a party to this agreement shall not have any rights under or in connection with it.

## 15. GOVERNING LAW AND JURISDICTION

15.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.